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PC
10/17/06 8:29:15
BK 2.585 PG 530
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Signature of Preparer

After Recording please return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
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State of Mississippi {Space Above This Line For Recording Data}
Account number: 650-650-2583720-1998
Reference number: 20062357300108

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END DEED OF TRUST**

This Modification Agreement (this "Agreement") is made this 16TH DAY OF SEPTEMBER, 2006, between
Wells Fargo Bank, N.A. (the "Lender") and
CAREY L. BRYANT, WHO ACQUIRED TITLE AS CAREY BRYANT, A MARRIED MAN, AND
KATERI L. BRYANT, NON-VESTED SPOUSE, HUSBAND AND WIFE

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated November 15, 2005, which is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book 2365 at page(s) 82-87 of the Clerk of Chancery Court of DESOTO County, State of MISSISSIPPI as document No. _____ (the "Security Instrument"), and covering real property located at
1365 FOUNTAIN GATE DRIVE WEST, HERNANDO, MISSISSIPPI 38632
(the "Property") and described as follows:

LOCATED AT LOT 228 WOODLAND LAKE, COUNTY OF DESOTO, STATE OF MISSISSIPPI. AS RECORDED IN PLAT BOOK 1, PAGES 15A, 15B, AND 15C SECTION 18, TOWNSHIP 3, RANGE 9. BEING THE SAME PREMISES CONVEYED TO CAREY BRYANT FROM MARK THORNTON BY QUIT CLAIM DEED DATED 8-3-04, AND RECORDED ON 8-3-04 AT BOOK 478, PAGE 567, IN DESOTO COUNTY, MISSISSIPPI.

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

MS Loc Mod Agmt, HCWF#432v3 (10/10/05)



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Documents Processed 09-14-2006, 16:13:43

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Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$75,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement as of the day and year first above written.

Borrower  CAREY L BRYANT



Kateri L. Bryant Non-Vested Spouse
Borrower KATERI L BRYANT NON-VESTED SPOUSE

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Wells Fargo Bank, N.A.

By [Signature]
[Print Name]

Its: Wells Fargo Bank

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Arizona)
) ss.
 COUNTY OF Maricopa)

On this 22 day of September, 2006, before me, a Notary in and for said county personally appeared Nick McHenry, to me personally known, who being by me duly (sworn or affirmed) did say that that person is OPS Processor of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said OPS Processor acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Christina Farinas
 Notary Public Christina Farinas

Arizona
 State of

My commission expires: May 11 2008



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

STATE OF Mississippi

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of September, 2006, within my jurisdiction, the within named Carey L Bryant + Kateri L. Bryant who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Kimberly M. Ford (NOTARY PUBLIC)
Kimberly M. Ford (Print Name)

My commission expires:

My Commission Expires March 24, 2008

(Affix official seal, if applicable)

